

authority at present. Provided that the promoter shall have to obtain prior consent in writing of the allottee in respect of variations or modifications which may adversely affect the apartment of the allottee except any alteration or additions required by any Govt. Authorities or due to change in law.

1. a (i) The Allottee hereby agrees to purchase from the vendors and the vendors hereby agrees to sell to the Allottee **Apartment /Flat No. A-03 on First Floor Carpet area admeasuring 39.93 Sq. Mtrs. and Usabel Cupboard and Balcony area 3.13 Sq. Mtr.** in the said **A wing** building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. 16,20,000/-** and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

1(b) The total aggregate consideration amount for the apartment is **Rs. 16,20,000/- (Rs. Sixteen Lakhs Twenty Thousand Only).**

1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs. 20,000/- by Cash, Dt. 27/07/2027** as advance payment or application fee and allottee hereby agrees to pay to the vendors the balance amount of **Rs. 16,00,000/- (Rupees Sixteen Lakhs)** at the time of handing over the possession.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(e) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies /Government from time to time. The land owner undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the land owner shall enclose the said notification / order / rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The land owner may charge the allottee separately for any upgradation/changes specifically requested or approved by the allottee in fittings, fixtures and specification and any other facility which have been done on the allottee's request.

1(f) The land owner may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments as the land owner and allottee may decide for the period by which the respective installment has been preponed.

1(g) The land owner shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the land owner . If there is any reduction in the carpet area within the defined limit then land owner shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the land owner shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the land owner to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the land owner may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.

2.1 The land owner hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority State and or central Govt. including Environmental

READY RECKNER CHART NO. 27.2

RATE FOR LAND RS. 2380/- PER SQ. MTRS.

RATE FOR FLAT RS. 28,750/- PER SQ. MTRS.

CARPET AREA OF FLAT 39.93 SQ. MTRS.

USABLE AREA OF BALCONY/CUPBOARD 3.30 Sq. Mtrs.

CONSIDERATION RS. 16,20,000 /-

MARKET VALUE RS. 14,68,100 /-

STAMP RS. 90,000/-

REGISTRATION RS. 15,000/-

AGREEMENT OF SALE

THIS **AGREEMENT OF SALE** is made & executed at Nashik on this **31st** day of **JULY 2023**.

B E T W E E N

MR. SHIVRAM NARAYAN VARUNGASE, Age – 82, Occupation Agriculturist, PAN – AAFPW 0534 J,

R/o :- Flat No. 1001, Parksyde Residency, D Wing, Near Guru Govindsingh College, Wadala Pathardi Road, Nashik – 422009.

Hereinafter referred to as the **VENDOR/LAND OWNER** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators, assigns, etc.) of the **THIRD PART**.

A N D

1] MR. VIKAS KADAM

Age 36 Years, Occupation Business,

PAN NO. BVBPK4116Q

ADHAR NO. 5481 2786 3790

R/o. Shaha Mahendra Enclave, Opp. Tulsa Lawns, Vetal baba Road, Bhagur, Tal & Dist- Nashik 422 502. Hereinafter referred to as the "**PURCHASER/ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, assigns, etc.) of the **SECOND PART**.

A N D

M/s. SHAH BUILDERS AND DEVELOPERS, A Partnership firm, PAN ABUFS 6611 A, through its PARTNER MR. ATISH MAHENDRA SHAH, Age 39 Years, Occupation Business, R/o. At Post Bhagur, Tal. Dist. Nashik-422501.

Hereinafter referred to as the **CONFIRMING PARTY/PROMOTER** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, their heirs, executors, administrators, assigns, etc.) of the **FIRST PART**.

WHEREAS The Vendor (hereinafter referred to as the "land owner") is the absolute and exclusive owners of all that piece and parcel of the property bearing S. No. 76/7 admeasuring 2700.00 Sq. Mtrs. situated at **Bhagur** Taluka and District Nashik, within the limits of Cantonment Board Deolali more particularly described in the schedule written hereunder and hereinafter referred to as the Said Property.

AND WHEREAS the said Vendor/land owner is competent to develop the S. No. 76/7 admeasuring 2700.00 Sq. Mtrs. in any manner whatsoever and accordingly land owner alongwith the family members of the land owner have executed Development